



Angela Kalkhoran
08/09/99 01:16 PM

To: Meta Cushing/1PR/R01/GSA/GOV@GSA
cc: Maureen E. Healy/1PR/R01/GSA/GOV@GSA, Katherine Kneeland/1L/R01/GSA/GOV@GSA

Subject: Galloo Island Title Review

Hello, Meta-

I hope your trip to Niagra was wonderful! I looked for you while we were there....didn't you see us? :)

I wanted to follow up with you regarding the title information on the Galloo Island case. The USCG included an attorney's report of title, but some of the materials included raise some questions. I think we should get more information on from USCG regarding the following:

1) A Consent Decree was issued and recorded regarding the island in 1987. (The Consent Decree addresses the easement dispute connecting the west end parcels with the Gill Harbor parcel.) Within the Consent Decree a 15.15 and a 10.0 acre parcel is described to be transferred to the State of New York. A one-acre parcel (the property which we are excessing, I presume) is referenced only as follows: "The United States will retain jurisdiction or control over a one-acre parcel containing the structure known as the Galloo Island Lighthouse located on the west end of Galloo Island."

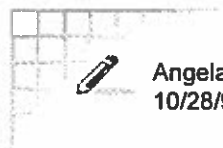
The question on this for the USCG is-why does this document refer to retaining jurisdiction and not simply "retain" or "retain fee ownership"?

2) The Land Patent describes 30 acres. However, the parcels conveyed to New York are broken into a 15.15 acre and a 10.0 acre parcel (with an assumption that 1.0 acre is being retained). The Gill Harbor piece was conveyed by a separate deed and is described as 3.44 acres. We don't have any information describing the broken out pieces until the Consent Decree mentioned above.

The question on this is-If our title comes from the 30 acre parcel, where did the separate parcel description originate from?

Why would it be described as separate parcels which add up to about 26 acres? Are there any survey materials available to clarify this division?

I'll be in on Wednesday to discuss if you have time. --Thanks--- Angela



Angela Kalkhoran
10/28/99 09:25 AM

To: Meta Cushing/1PR/R01/GSA/GOV@GSA
cc:

Subject: Re: Galloo Island

In the short run, we have a title certification which claims ownership. The court case was mainly concerned with the easement over the island to join two pieces.

However, I had raised some questions which needed to be answered before we could comfortably quote a title reference in the deed. Did you receive a response from Coast Guard on those questions?

Perhaps the auctioneer could provide information as to whether or not the deal has actually closed. We could request a copy of the deed out, although I don't know if it would necessarily provide the answer as to whether or not the lighthouse was conveyed. The buyer probably obtained title insurance in connection with the purchase (or not, if he paid cash); the title policy might contain a reference to our interests which would be helpful to see.

For now we should fax the lighthouse article to the state and to the broker. Then we should call the broker and find out where the deal stands. We should also let him know that the state will be calling him also.

I think that the auctioneer is responsible for any misinformation that the lighthouse magazine may have received. The auctioneer should contact the magazine for a correction and copy us on it.

Could you fax the article out and let both the state and the auctioneer know that we will be calling today? Let me know when you would like to place the calls and I will sit in on them with you.

Angela

TELEPHONE 212 957-9000
TELEFAX 212 843-9191
E-MAIL: cbblaw@aol.com

COOPER, BROWN & BEHRLE, P.C.

*12th Floor
625 Madison Avenue
New York, New York 10022*

January 27, 2000

Ms. Meta Cushing
General Services Administration
Suite 925, O'Neill Federal Building
10 Causeway Street
Boston, MA 02222

Re: Galloo Island

Dear Ms. Cushing:

Per our telephone conversation today, I enclose a copy of material from the title policy issued to Galloo Island on October 26, 1999 when new persons acquired the company shares. I hope this is of some assistance to you.

I would be pleased to be on any list for persons related to the acquisition of the Coast Guard lighthouse on the island and would agree to rehabilitate the lighthouse in historic fashion and dedicate the area primarily to wildlife preservation. The use of the lighthouse depends on an easement from the harbor on Galloo Island. That easement has been questioned by Galloo Island since it was not used for a number of years which, under the terms of easement, generates a right of termination. If there is no easement, visitation to the lighthouse and any construction or rehabilitation relating to it would have to take place from the water. That was feasible for the Coast Guard but would not be feasible for many other people.

(b) (6)

David S. Brown

TELEPHONE 212 957-9000
TELEFAX 212 843-9191
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*12th Floor
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January 27, 2000

Ms. Meta Cushing
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Suite 925, O'Neill Federal Building
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Re: Galloo Island

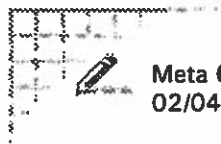
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(b) (6)

David S. Brown



Meta Cushing
02/04/2000 04:18 PM

To: Diane D'Arrigo/CONTRACTOR/1PR/R01/GSA/GOV@GSA
cc:

Subject: Surplus Notice For Galloo Island Light

Diane - Would you please start a surplus notice for:

Galloo Island Lighthouse (#1-U-NY-735)
Galloo Island

Town of Hounsfield
Jefferson County
State of New York

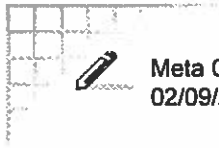
1.05 acres
2500 sq ft lighthouse
working light
not located on a identified floodplain, may contain wetlands, contains asbestos
on National Register for Historic Places
has no archeological or cultural significance
not located on an Indian Reservation and does not qualify under PL 93-599 for transfer
arc of visibility easement and access and egress easement for USCG

It was determined unsuitable for homeless (McKinney) so we can cut that whole part out of the combined screening.

Would you also get me the name and address of the Coastal Zone Management Office for New York? You may already have it in that file you put together with contacts..

thanks,,,,,,

let me know if you have questions - i believe you have a sample surplus screening notice - you are an expert i would say!!!!!!!



Meta Cushing
02/09/2000 10:17 AM

To: Angela Kalkhoran/CONTRACTOR/1PR/R01/GSA/GOV@GSA
cc: William A. Costa/1PR/R01/GSA/GOV@GSA, Francis X. Prout/1PR/R01/GSA/GOV@GSA

Subject: Examination of New Buyer's Deed at Galloo

Angela - I am preparing the Surplus Screening Notice for Galloo Island Light Station and so have entered again into the files on Galloo Island, which I know you too have spent time with.

It is good that we have been able to confirm that the Light, contrary to reports on the Web and in the news - was not sold when approximately 2,000 acres were sold in November 1999 to Philip Kemper.

But we still have problems and legal questions.

1) Reading over the deed that the new owner has sent to GSA, (the same lawyer by the way that instigated a suit in the State of New York over an easement question at the Coast Guard Station), I feel we need a lawyer. The copy of the new deed sent to us by Cooper, Brown & Behrle came with a cover letter that states: "use of the light depends on an easement from the harbor. . . "in question". . .etc...if the easement does not exist then "any use would have to take place from the water". Is this valid? I need to know before I put out the surplus notice.

2) The second major legal question is:

From the Consent Decree sent by the new owner, it sounds like the Light Station **may have been included in the conveyance** to the State of New York.

The exception on the deed mentions 30 acres being excepted... I am unclear why the exception would not specifically mention two parcels totalling 25.15 acres in the ownership of the State of New York, Dept of Environmental Conservation (Fish and Wildlife). The Consent Decree mentions the fact that the US **will retain jurisdiction or control over a one-acre parcel containing the Light** on the west end (USCG property excessed to us - except that ROE says 1.5 acres). Doesn't that sound like someone besides the US owns it? Also, the acreage does not add up.

Suggestion:

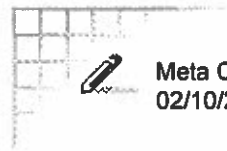
It is clear that Nancy O'Connell's office (Dave Guerlein) and PR handled the easement problems that arose when GSA transferred two parcels (easements???) to the State in 1990. Perhaps we could schedule a meeting with Dave - since I am sure questions will arise as I continue to move this case out of our inventory, and those questions are not real estate questions, but questions of law.

Indeed, maybe even a new law suit will occur. The new owner's lawyer has expressed interest in acquiring the light, although I explained the procedure and unlikeliness of our having the opportunity to offer it for sale. The lawyer has also expressed a dislike for their neighbor, the State of New York, Fish and Wildlife and their presence on the island, and their hope that the Town will come in for the light station.

A lawyerly review of the files and the new deed could reveal a more clear picture so that I may proceed with a surplus notice with some knowledge of what I am actually dealing with.

Thank you.

Meta Cushing



Meta Cushing
02/10/2000 09:11 AM

To: David G. Gherlein/1L/R01/GSA/GOV@GSA
cc: Angela Kalkhoran/CONTRACTOR/1PR/R01/GSA/GOV@GSA, William A. Costa/1PR/R01/GSA/GOV@GSA

Subject: Re: Examination of New Buyer's Deed at Galloo

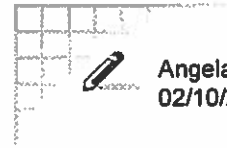
Hello, Dave - Do you remember anything about Galloo Island? I saw your name on some memos to Gene Doherty on easement questions - also I am unclear about the GSA transfer to the State of New York - two parcels of 30 acres???

Two months ago most of the island was sold to a new owner - (although Galloo Island Corp still exists) - last week I received a copy of the new deed and I need help understanding the exceptions before I proceed with a surplus screening for what I think is 1.5 acres at the USCG light station -

May we come and see you with this new deed and see what you make of it? I will also bring the files which show a Consent Decree on the easement question -

Thank you.

----- Forwarded by Meta Cushing/1PR/R01/GSA/GOV on 02/10/2000 09:08 AM -----



Angela Kalkhoran
02/10/2000 08:29 AM

To: Meta Cushing/1PR/R01/GSA/GOV@GSA
cc:

Subject: Re: Examination of New Buyer's Deed at Galloo

My initial review of the file picked up some significant legal issues. I think we should go over them with Dave (since he has some familiarity with the case) and proceed from there.

AKK

David G. Gherlein
02/10/2000 10:02 AM

To: Meta Cushing/1PR/R01/GSA/GOV@GSA
cc: Angela Kalkhoran/CONTRACTOR/1PR/R01/GSA/GOV@GSA, William A.
Costa/1PR/R01/GSA/GOV@GSA, Katherine Kneeland/1L/R01/GSA/GOV@GSA

Subject: Re: Examination of New Buyer's Deed at Galloo 

Hi Meta,

I retrieved the file and looked through the documents.

In 1973, the Fitzgeralds granted an access easement to the United States Coast Guard. The primary purpose of the easement was to provide access to the Coast Guard's lighthouse on Galloo Island. The easement contained a provision that provided that the owners of the underlying property could take back the easement rights granted in the event the United States failed to use the easement for a continuous 2 year period.

In 1987, a Consent Decree (U.S. District Court for the Northern District of New York) was entered into among the United States, State of New York and Wycomb International. Pursuant to the Consent Decree the United States, through GSA, transferred 3 parcels to the State of New York. I think these were transferred under our Wildlife transfer authority. As part of the Consent Decree, Wycomb International (owner of underlying property after the Fitzgeralds) acknowledged that the easement (referenced above) was still in full force and effect. The Consent Decree states that Wycoming sold the property to Patten Corporation Northeast. In any event, the easement granted to the United States in 1973 was in full force and effect in 1987.

In 1992, GSA was contacted by an attorney representing the Galloo Island Corporation, the purported successor to the Fitzgeralds with respect to their grant of the easement to the United States. Galloo Island Corp. made a formal request for release of the easement based on its allegation that the easement had not been used for a continuous 2 year period. I think my last involvement in this was writing a memorandum to Gene Doherty asking him to check the facts with the Coast Guard.

If it is true that the easement was not used during a continuous 2 year period, we should have (or we still should) granted a release of the easement. However, if the Coast Guard states that the easement was used during this time, we want to preserve that right.

If the Coast Guard is declaring the lighthouse property as excess to its needs, the easement could be valuable in terms of providing access to a subsequent user of the property. My quick look at the file makes me think that the easement will not be extinguished automatically upon a sale out of the hands of the federal government. Having the easement to go along with the property will also make the property more valuable in terms of \$.

I think that's about all I know about this one. As with all of your disposals, you might want to run any issues you have on this one by Kathe Kneeland.

Dave G.

Meta Cushing
06/29/2000 11:54 AM

To: Russel B. Raabe Jr./1PR/R01/GSA/GOV@GSA
cc: Justin B. Hollander/1PA/R01/GSA/GOV@GSA

Subject: appraisal on Galloo Light

Russ - The purpose of this email is to confirm that the appraiser for the 1.05 acres at Galloo Light should appraise the land, light and dwelling only.

The question of the easement for the access road that was mentioned in the Report of Excess - and the fact that the Attorney's Report of Title makes the statement that the easement had not been during the required two year period - brings us to the conclusion that the easement will not be mentioned as part of the value of the property, and will not be used in the marketing of the property.

If the buyer discovers that there is an additional right that comes with the sale of the land and the light, GSA will provide the necessary paperwork to assist them at the time of the execution of the deed.

Thank you.

MC

September 28, 2000

George R. Stafford
Director
New York Department of State
Division of Coastal Resources
41 State Street
Albany, NY 12231-0001

Re: Braddock Point Light Land and Galloo Island Lighthouse Disposals

Dear Mr. Stafford:

Thank you for your letters of September 20, 2000. The General Services Administration (GSA) appreciates the opportunity to clarify and discuss the issues that you have raised.

Mr. James Biederman of GSA's legal counsel's office in Washington spoke with Mr. Vance Barr of your Division yesterday and gave him assurance that GSA is not saying that its real property disposals are categorically exempted or excluded from the consistency requirements of the Coastal Zone Management Act (CZMA). Federal real property disposals are definitely federal actions subject to CZMA. GSA must determine, on a case by case basis, whether a disposal will affect any land or water use or natural resource of the coastal zone. If GSA determines there will be no effect, no consistency determination is required. On the two referenced properties, GSA determined that disposal will not have an effect based upon the circumstances surrounding each property.

Secondly, on the matter of federal and surplus screening for Galloo Light. Please be assured that on March 20, 2000, GSA screened this property according to the regulations laid out in the Federal Property and Administrative Services Act. Certainly, the screening phase for federal property is an extremely important part of the disposal process and is essential in determining any interest from state and local communities or nonprofit organizations. We have attached a copy of the screening notice, which went out to all levels of state and local government, a standard and consistent part of GSA's disposal process.

In the case of Galloo, there was no interest expressed in acquiring the lighthouse for public benefit conveyance or by negotiated sale, unlike the land at Braddock Light. The reason for no interest from the GSA screening may be the fact that the light station, remotely located on the southwest tip of the island, has water access only and no landing dock. Galloo Light is really the last vestige of federal presence on the island, since GSA conveyed all available federal land (approximately 28 acres) in the early 90's to the State of New York for conservation purposes, leaving only the lighthouse and deteriorated dwelling on 1.05 acres.

Mr. Biederman and Mr. Barr agreed that it would be helpful for GSA to include property-screening information in our negative determination letters. We are happy to do so for future screenings.

At the suggestion of Mr. William Sharp of your legal staff, Mr. Biederman also spoke yesterday with Mr. David Kaiser of NOAA on whether the "effects determination" should include more than just direct impacts. Mr. Kaiser informed him that new CZMA regulations should be promulgated this fall. He noted that they will expand the current scope of effects from "direct" effects to include all those that are reasonably foreseeable even if later in time.

We believe that our "effects" determination on the subject properties satisfies both the existing and future standards. If you disagree, it would be helpful if you could provide specific information and reasons.

The successful bidder for Galloo Light on September 27 will receive a deed from GSA that carries covenants, which protect the historic integrity of the property, coordinated with the State Historic Preservation Office of New York. The deed will also carry access easements for the United States Coast Guard, since Galloo Light will continue to serve as a navigational aid.

It is hoped that the specific real estate and procedural details provided in this letter offer some assurance to the Division of Coastal Resources as well as clarify specific issues on these two disposals. If further discussion is needed, do not hesitate to contact Mr. Biederman in Washington at 202-501-0255 or Meta Cushing in Boston at 617-565-5823.

Thank you.

Cordially,

Francis X. Prout
Director

JEFFERSON COUNTY CLERK
ENTERED/FILED/
RECEIVED/RECORDED

December 6, 2000

00 DEC 21 AM 11:25

(b) (6)

CLERK

DEED

mail → KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services Administration, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder (the "Grantor"), having an address of General Services Administration, Public Building Service, New England Region, Thomas P. O'Neill Federal Building, 10 Causeway Street, Boston, Massachusetts 02222, for and in consideration of EIGHTY-SEVEN THOUSAND, SIX HUNDRED AND FIFTY FOUR DOLLARS (\$87,654.00), the receipt of which is hereby acknowledged, does hereby GRANT, GIVE, REMISE, AND RELEASE, without warranty or representation of any kind or nature, express or implied, unto CARA C. DIBNAH, of 42 Harbor Way, Suite P7, Vallejo, California 94590 (the "Grantee"), all such right, title and interest as Grantor has in and to that certain real property and the improvements thereon, commonly referred to as the Galloo Island Lighthouse, located on Galloo Island, Town of Hounsfield, County of Jefferson, State of New York and more particularly described below (the "Property"). The Property is a portion of the real property described in a Letter Patent dated 11 December 1819, from the State of New York to the Grantor, and recorded in Book of Patents No. 25 at Page 454. The Property was retained by the Grantor in a deed dated July 20, 1990, to the People of the State of New York, recorded on the 10th of September, 1990, at the Jefferson County Clerk's Office, in Book 1234, page 283, and therein described as follows:

All that parcel of land situate on the west end of Galloo Island, in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed by an Act of Legislature passed April 12, 1818 which ceded jurisdiction to the United States of America, and was delivered December 11, 1819, this described parcel being a part thereof, said iron pipe further being at North 1,417,102.37, East 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being South 36 degrees 41'07" West, 37.18 feet from an iron pipe; and runs thence from the point of beginning, South 81 degrees 56'43" East 300 feet, plus or minus, thence South 08 degrees 03'17" West

175 feet, plus or minus, thence North 81 degrees 56'43" West to the waters of Lake Ontario 225 feet, plus or minus, thence northerly along the shoreline to a point that is South 36 degrees 41'07" East 13 feet, plus or minus, from the point of beginning; thence North 36 degrees 41'07" East 13 feet, plus or minus to said point of beginning and containing 1.05 acres more or less.

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, including those for roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and rights-of-way, and including but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; any state of facts that an accurate and adequate survey of the Property would disclose; and any and all other matters of record.

Grantor acknowledges that for a period of years, the Grantor had an easement for access from the former U.S. Coast Guard Station at Gill Harbor on the northeast side of the island to the Galloo Island Lighthouse.

The Property is conveyed subject to the following further covenants, conditions, matters and restrictions:

CONDITION OF PROPERTY. The Grantee, in accepting this Deed, acknowledges and attests that she has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood and agreed that the Property is conveyed 'as is' and 'where is' without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in any particular condition or fit to be used for any particular purpose. The Grantee, in accepting this Deed, acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

ENVIRONMENTAL CONSIDERATIONS. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9620(h)(4), (CERCLA), the United States has identified the Property as real property on which no hazardous substances or petroleum products or their derivatives, as defined by such Act, were known to have been released or disposed of. The United States covenants and warrants that, in the event any response action or corrective action is found to be necessary pursuant to CERCLA after the date of conveyance for contamination existing on the Property prior to the date of conveyance, such response action or corrective action shall be conducted by the United States in accordance with the terms and provisions of CERCLA.

In connection with the obligations under the immediately preceding paragraph of this Deed, Grantor hereby reserves a right of access to any and all portions of the Property for the purposes of environmental investigation.

remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost. These rights shall be exercised solely in any case in which a remedial action, response action, or corrective action is found to be necessary pursuant to CERCLA after the date of conveyance of the Property hereby for contamination existing on the Property prior to the date of such conveyance, or such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner of the Property) to enter upon the Property and conduct investigations and surveys, which may include, without limitation, drillings, testpitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions required to be conducted by the United States pursuant to the terms of the immediately preceding paragraph including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

In the event Grantee seeks to have the United States conduct any response action pursuant to this provision, and, as a condition precedent to the United States incurring any cleanup obligation or related expenses, the Grantee bears the burden of providing the United States at least ninety (90) days prior notice for such a claim, and demonstrating by a preponderance of the evidence that: (1) the claimed contamination existed prior to the date of this conveyance; and (2) the need to conduct such additional response action was not the result of any act or failure to act by the Grantee, its successors and assigns.

LEAD PAINT. The improvements on the Property may contain lead-based paint. By acceptance of the Deed, the Grantee acknowledges that she has been afforded an opportunity to inspect the Property and to test for evidence of lead-based paint. Grantee acknowledges that Grantor shall have no liability for the removal of lead-based paint, nor for any damage or injury related to the existence of lead-based paint on the Property. Grantee shall be responsible for compliance with all applicable Federal, State and/or local laws, ordinances, orders and regulations relating to lead-based paint, including, if required, taking steps for its removal.

ASBESTOS. The Grantee, by acceptance of this Deed, acknowledges that she has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee, by acceptance of this deed, acknowledges that she accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

- a. The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.

- b. The Grantee is deemed to have relied solely on her own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.
- c. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
- d. The description of the Property as set forth above and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
- e. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
- f. Grantee further agrees by acceptance of the Deed to the Property that, in her use and occupancy of the Property, she will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

AIDS TO NAVIGATION. The Grantee, in accepting this Deed, acknowledges and agrees that she is accepting title to the Property subject to the right of the United States to continue the operation and maintenance of all active aids to navigation. In furtherance of its right to continue such function, the United States hereby expressly reserves the following rights and easements:

- a. The unrestricted right of the United States to keep, locate, service, maintain, operate, repair, and replace aids to navigation and any and all associated equipment on and in the lighthouse tower structure.
- b. In no event shall the Grantor install a foghorn on any portion of the Property or adjoining property.

LIBER 1770 PAGE 263

- c. The Grantor shall have an unrestricted right of access to, over and across the Property by land or by any docking facility constructed by the Grantee for the purpose of servicing, maintaining, locating, operating, repairing and replacing navigational aids and any and all associated equipment on the Property. The Grantor shall have the right to enter the Property at any time, with reasonable notice, for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. The Grantor will be liable for any damages incurred by Grantor, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. Sections 2671-2680) to Grantees' docking facilities and Property, either personal or real, during the servicing, maintaining, locating operating, repairing and replacing navigational aids and any and all associated equipment on the Property. Grantor shall make every reasonable effort to complete projects within a reasonable time; and to allow Grantee unfettered use of its property subject to Grantor's Aid to Navigation operational requirements.
- d. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment on the Property, the lighthouse tower and the adjoining property shall, at the sole cost of the United States Coast Guard, or its successor entity, be left in the same condition as before any such work began, including repair or replacement of damaged concrete, asphalt or gravel paving, landscaping, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S. C. Sections 2671-2680). All machinery, materials and equipment not associated with the operation of the lighthouse tower shall be removed at the completion of each such task or project.
- e. An easement to the United States for the purpose of preserving a 344 degree arc of visibility from 061 degrees T clockwise to 045 degrees T from the navigational light on the property with the stipulation that nothing will be constructed, maintained, or permitted of a height sufficient to interfere or obstruct the arc of visibility of the light. The easement area is also described as all that land contained within the arc of visibility of the light between the lighthouse and the shores of Lake Ontario, said arc of visibility being between lines from the center of the light on an azimuth of 061 degrees true, more or less, clockwise to a line on an azimuth of 045 degrees true, more or less, for a total arc of visibility of 344 degrees.
- f. The Grantee may not interfere with or allow interference in any manner with any navigational aids in use on the Property without express written permission from the United States.

HISTORIC PRESERVATION COVENANTS. The Property is listed on the National Register of Historic Places. Pursuant to the historic preservation covenants set forth below, the Grantee shall rehabilitate.

preserve and maintain the Property in accordance with the provisions of the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.). The Grantee, in accepting this deed, agrees to be bound by the following covenants:

- a. Grantee its heirs, successors and assigns shall rehabilitate, preserve and maintain the Property in accordance with plans approved in writing by the State of New York's State Historic Officer (SHPO) in order to preserve and enhance those qualities that make the Property eligible for inclusion in the National Register of Historic Places. Said rehabilitation, preservation and maintenance shall be in accord with the Secretary of the Interior's *Standards for Rehabilitation*, see 36 C.F.R. Part 67;
- b. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archeological value of the Property without the express prior consultation with and approval from the SHPO. Ordinary and necessary repair and maintenance not materially affecting such features shall not be considered alterations;
- c. The SHPO shall be permitted at all reasonable times, with reasonable notice to Grantee, to enter upon and inspect the Property in order to ascertain if the above conditions are being observed;
- d. In the event of a violation of the covenants set forth in this Deed and in addition to any remedy now provided by law, the SHPO may, following reasonable notice to the Grantee, institute suit to enjoin said violation or require the restoration of the Property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
- e. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time;
- f. The above covenants shall be binding on the Grantee, its heirs, successors, and assigns in perpetuity; however, the New York State Historic Preservation Officer may, for good cause, modify or cancel any or all of the foregoing covenants upon written application of the Grantee, its heirs, successors, or assigns. Acceptance of this Deed shall constitute conclusive evidence of the agreement of the Grantee to be bound by the above covenants and to perform as herein set forth.
- g. The United States of America shall be deemed a beneficiary of the above covenants without

LIBER 1 770 PAGE 265

regard to whether it remains the owner of any land or interest therein in the vicinity of the property hereby conveyed and shall have the right to enforce these covenants in any court of competent jurisdiction.

All of the covenants, conditions, restrictions and obligations described in this Deed run with the Property and are binding upon the Grantee and its heirs, successors and assigns. Grantee's acceptance of this Deed is an acknowledgment that it is bound by all such covenants, conditions, restrictions and obligations.

Being a portion of the property conveyed to the Grantor by Letter Patent dated December 11, 1819 from the State of New York to the United States of America, and recorded in Book of Patents No. 25 at Page 454, and being all of the property retained by the Grantor in a deed dated July 20, 1990, to the People of the State of New York, recorded on the 10th of September, 1990, at the Jefferson County Clerk's Office, in Book 1234, page 283, State of New York.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to said Grantee. IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services has caused these presents to be duly executed for and in its name and behalf by Robert J. Dunfey, Jr., Regional Administrator, New England Region, General Services Administration, who has this 19th day of December 2000 hereunto set his hand and seal.

UNITED STATES OF AMERICA

Acting by and through the

(b) (6)

ROBERT J. DUNFEY, JR.

Regional Administrator

General Services Administration

New England Region, Boston, Massachusetts

(b) (6)

ACKNOWLEDGEMENT

Commonwealth of Massachusetts)

County of Suffolk) ss.

In Boston, in said County and State, on this 19th day of December 2010 before me personally appeared Robert J. Dunfey, Jr., Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized, known by me to be the party executing the foregoing instrument and by him duly executed, to be his free act and deed in his capacity as Regional Administrator, General Services Administration, Boston, Massachusetts.

(b) (6)

(b) (6)

Notary Public

My commission expires: 5-31-10

The undersigned acknowledge receipt of this Deed and the acceptance of each of the terms, covenants and conditions as recited herein.

(b) (6)

12/12/00

Cara C. Dibnah

ACKNOWLEDGEMENT

State of California)

County of NAPA) ss.

In NAPA, in said County and State, on this 12 day of December 2000 before me personally appeared, personally known by me to be the parties executing the foregoing instrument and by them duly executed to be their free act and deed.

Notary Public

My commission expires:

LIBER 1770 PAGE 267

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

NAPA

SS.

On December 12, 2000


before me, the undersigned, a Notary Public in and for

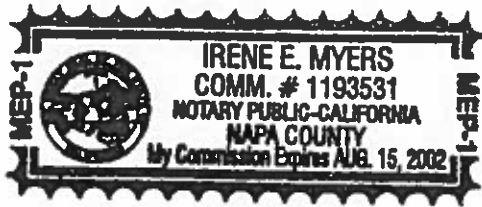
said State personally appeared

CARA C DIBNAH

Name(s) of Signer(s)

☐ Personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MEP-1  MEP-1



Witness my hand and official seal.

(b) (6)

Signature of Notary

(b) (6)

(Area above for official notarial seal)

Name (Typed or Printed)

Capacity Claimed by Signer

- ☒ Individual(s)
☐ Corporate Officer(s) - Title(s) _____

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing: Name of person(s) or Entity(ies) _____

Description of Attached Document

(Although this information is optional, it could prevent fraudulent attachment of this certificate to another document.)

This certificate is for attachment to the document described below:

Title or type of document

Deed

Number of pages

8

Date of document

12 6-2000

Signer(s) other than named above

None

ATTORNEY'S REPORT OF TITLE
UNITED STATES COAST GUARD
GALLOO ISLAND LIGHT
JEFFERSON COUNTY, NY

I certify that I have examined the available real estate records of the office of Commander, U. S. Coast Guard Maintenance and Logistics Command Atlantic, Governors Island, New York.

On the basis of such examination, I conclude that the United States acquired fee simple title to the property described in Schedule "A" by virtue of a Letter Patent dated (11 December 1819), from the State of New York to the United States of America, recorded in Book of Patents No. 25 at Page 454.

There is an easement, running in favor of the United States Coast Guard, which provides access between the site of the former Galloo Island Lifeboat Station and the Galloo Island Light Station. The easement was obtained from Charles W. Fitzpatrick and Jeanne J. Fitzpatrick of Sachets Harbor, New York on 8 November 1973. The easement allows use of "the existing roadway which is presently used by the Coast Guard as an access roadway between the Galloo Island Lifeboat Station and the Galloo Island Light Station." The easement also states that if the easement is not used for a period of two years, then it will terminate. The successors in interest to the Fitzpatricks have recently denied use of the easement by Coast Guard personnel on the grounds that it has been terminated by non-use for the requisite two year period. Investigation of this matter reveals that there was a two year period during which there is no evidence the easement was used by Coast Guard personnel.

There are no exceptions, reservations, conditions, or restrictions which apply to the title acquired by the United States. A copy of the Letter Patent is attached.

There is no record of any action, thing, or circumstance that has occurred from the date of acquisition of this property by the United States to the date of this report which has in any way affected the right, title, and interest of the United States in and to this property. Based on the records I have reviewed, I conclude that title to the land described in Schedule "A" has continued in the United States from the date of acquisition up to and including the date of my examination.

The title is free and clear of all encumbrances, defects, or interest impairing or adversely affecting the title to said property except for the following:

1. Subject to any state of facts which may be disclosed by a physical examination of the premises described in Schedule "A".
2. Subject to any state of facts which may be disclosed by

an accurate and adequate survey of the premises described in Schedule "A".

3. Subject to existing easements or licenses for public roads and highways, for public utilities, for pipelines, and for drainage and sewer lines of the premises described in Schedule "A", if any.

The United States exercises exclusive jurisdiction over this property, as described at page 531 of the Inventory Report on Jurisdictional Status of Federal Areas within the States, as of June 30, 1962.

This property is not located in an identified floodplain. The property may contain wetlands.

The property contains fixtures or related personal property of historic value. The lighthouse and attached keeper's dwelling have historic significance and the property is listed in the National Register of Historic Places. The instrument conveying the property should specify that rehabilitation of the Galloo Island Light Station complex shall follow the Secretary of Interior's Standards for Rehabilitation of Historic Properties and that rehabilitation plans shall be submitted to the New York State Historic Preservation Officer for review and comment.

The property does not have archaeological or cultural significance.

This property has not been contaminated (made unsafe and unhealthy for human and animal use) and does not contain any hazardous material and substances regulated by the Toxic Substance Control Act (PL 94-469) and the Resource Conservation and Recovery Act (PL 94-580), except as noted below. There are no known underground storage tanks on this property.

There are no Polychlorinated Biphenyls (PCBs) on or associated with the property being excessed.

The property contains asbestos in the form of lagging material in the boiler room of the lighthouse dwelling, transite sheeting on the walls and ceiling of the boiler room, and transite roofing shingles on the ground, roof and first floor crawl space of the dwelling. The deed transferring the property must contain a covenant that all remedial action necessary to protect human health and the environment has been taken before the date of the transfer and that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States.

There is an arc of visibility of 344 degrees from 061 degrees T clockwise to 045 degrees T involved with this property. The deed conveying the property should reserve an easement for the arc of visibility. The deed should also reserve the right of ingress

and egress for purposes of operating and maintaining the light tower, optic, and associated equipment as active aids to navigation.

The property is not located on an Indian Reservation and does not qualify under PL 93-599 for transfer to the Indians.

The property is located within the incorporated limits of the Town of Hounsfield, Jefferson County, New York.

17 Jan 96
Date

(b) (6)

WALTER J. FOLGER
GENERAL LAW BRANCH
MAINTENANCE AND LOGISTICS COMMAND,
ATLANTIC

SCHEDULE "A"

UNITED STATES COAST GUARD
GALLOO ISLAND LIGHT
JEFFERSON COUNTY, NY

All that parcel of land situate on the west end of Galloo Island, in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed by an Act of Legislature passed April 12, 1818 which ceded jurisdiction to the United States of America and was delivered December 11, 1819, this described parcel being a part thereof, said iron pipe further being at North 1,417,102.37, East 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being South 36 degrees 41'07" West, 37.18 feet from an iron pipe; and runs thence from the point of beginning, South 81 degrees 56'43" East 300 feet, plus or minus, thence South 08 degrees 03' 17" West 175 feet, plus or minus, thence North 81 degrees 56'43" West to the waters of Lake Ontario 225 feet, plus or minus, thence northerly along the shoreline to a point that is South 36 degrees 41' 07" East 13 feet, plus or minus, from the point of beginning; thence North 36 degrees 41'07" East 13 feet, plus or minus to said point of beginning and containing 1.05 acres more or less.

SCHEDULE "B"

UNITED STATES COAST GUARD
GALLOO ISLAND LIGHT
JEFFERSON COUNTY, NY

All that parcel of land situate on the west end of Galloo Island, in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed by an Act of Legislature passed April 12, 1818 which ceded jurisdiction to the United States of America and was delivered December 11, 1819, this described parcel being a part thereof, said iron pipe further being at North 1,417,102.37, East 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being South 36 degrees 41'07" West, 37.18 feet from an iron pipe; and runs thence from the point of beginning, South 81 degrees 56'43" East 300 feet, plus or minus, thence South 08 degrees 03' 17" West 175 feet, plus or minus, thence North 81 degrees 56'43" West to the waters of Lake Ontario 225 feet, plus or minus, thence northerly along the shoreline to a point that is South 36 degrees 41' 07" East 13 feet, plus or minus, from the point of beginning; thence North 36 degrees 41'07" East 13 feet, plus or minus to said point of beginning and containing 1.05 acres more or less.

Reserving and excepting from the above conveyance the following rights and easements to the United States of America ("United States"):

The right of the United States to operate and maintain on the described property any light and all associated equipment as an active aid to navigation.

An easement to the United States for the purpose of preserving a 344 degree arc of visibility from 061 degrees T clockwise to 045 degrees T for the navigational light on the property with the stipulation that nothing will be constructed, maintained, or permitted of a height sufficient to interfere or obstruct the arc of visibility of the light. The easement area is also described as all that land contained within the arc of visibility of the light between the lighthouse and the shores of Lake Ontario, said arc of visibility being between lines from the center of the light on an azimuth of 061 degrees true, more or less, clockwise to a line on an azimuth of 045 degrees true, more or less, for a total arc of visibility of 344 degrees.

The right of the United States to relocate, replace, or add any aids to navigation or make any changes on any portion of the property as may be necessary for navigation purposes.

An easement of access to the property in favor of the United States for the purpose of maintaining the navigational aids in

use on the property and all related equipment and facilities. The United States shall have the right to enter the property at any time, with notice, for the purpose of maintaining the navigational aids and related equipment and facilities.

The grantee may not interfere or allow interference in any manner with such aids to navigation or other equipment without express written permission from the United States.

An easement of access to the property in favor of the United States for the purpose of conducting remedial action necessary to protect human health and the environment when such actions are required by Section 120(h) of the Superfund Amendments and Reauthorization Act of 1986 (SARA)(PL99-499).

LEGAL CERTIFICATION

I hereby certify that the enclosed documents and all attachments thereto legally sufficient pursuant to the requirements contained in the Real Property Manual (COMDTINST M11011.13) Section 1-B-2.

Dated this 17 day of January, 1996.

(b) (6)

WALTER J. FOLGER
Attorney At Law
Maintenance and Logistics Command,
Atlantic

15.15 Acres

All that parcel of land situate on the west end of Galloo Island, in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed by an Act of Legislature passed April 21, 1818 which ceded jurisdiction to The United States of America and was delivered December 11, 1819, this described parcel being a part thereof, said iron pipe further being at N 1,417,102.37, E 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being S 36° 41' 07" W, 37.18 feet from an iron pipe; and runs thence from the point of beginning, N 36° 41' 07" E, along a fence line and along a northwest line of lands of the People of the United States of America, 844.25 feet to an iron pipe at the most northerly corner thereof; thence S 51° 08' 05" E, along a fence line and along the northeast line of said lands, 344.52 feet to a point; thence South 947.00 feet to a point in the south edge of a road leading to Galloo Island lighthouse, said point being S 57° 49' 14" E, 912.84 feet from the first described iron pipe at the point of beginning; thence continuing on the same bearing, (South), 34 feet, plus or minus, to a point in the shoreline of Lake Ontario; thence northwesterly, easterly and northerly, along said shoreline as it winds and turns, to a point that is S 36° 41' 07" W, 13 feet, plus or minus, from the first mentioned iron pipe at the point of beginning; thence N 36° 41' 07" E, 13 feet, plus or minus to said point of beginning; containing 16.2 acres of land, more or less, excepting the following described parcel:

All that parcel of land situate on the west end of Galloo Island, in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed by an Act of Legislature passed April 21, 1818 which ceded jurisdiction to The United States of America and was delivered December 11, 1819, this described parcel being a part thereof, said iron pipe further being at N 1,417,102.37, E 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being S 36° 41' 07" W, 37.18 feet from an iron pipe; and runs thence from the point of beginning, S 81° 56' 43" E 300 feet, plus or minus, thence S 08° 03' 17" W 175 feet, plus or minus, thence N 81° 56' 43" W to the waters of Lake Ontario 225 feet, plus or minus, thence northerly along the shoreline to a point that is S 36° 41' 07" W 13 feet, plus or minus, from the point of beginning; thence N 36° 41' 07" E 13 feet, plus or minus to said point of beginning and containing 1.05 Acres more or less.

RETAIN

1.05 Acre \pm Land Parcel

All that parcel of land situate on the west end of Galloo Island, in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed by an Act of Legislature passed April 21, 1818 which ceded jurisdiction to The United States of America and was delivered December 11, 1819, this described parcel being a part thereof, said iron pipe further being at N 1,417,102.37, E 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being S 36° 41' 07" W, 37.18 feet from an iron pipe, and runs thence from the point of beginning, S 81°56'43"E 300 feet, plus or minus, thence S 08°03'17"W 175 feet, plus or minus, thence N 81°56'43"W to the waters of Lake Ontario 225 feet, plus or minus, thence northerly along the shoreline to a point that is S 36°41'07"W 13 feet, plus or minus, from the point of beginning; thence N 36°41'07"E 13 feet, plus or minus to said point of beginning and containing 1.05 Acres more or less.

Date: Feb 5, 1997 2:53 PM Message ID:
From: Laurette Tully
To: Lucrezia.Patrano@gsa.gov/cgsmtp
Copies:
Blind CC:
Attach:
Subject: Galloo Island NY

Hello Lucrezia,

GSA disposed of Galloo in three different actions (I think):

1-U-NY-735 3.44 acres

U-NY-735A 10 acres

U-NY-735B 15.15 acres.

The disposals happened in the mid 80's, (I think). I can find no quitclaim deeds in our files.

Can you please send me copies of all the quitclaim deeds pertaining to this property?

Thank you.

Laurette Tully (USCG)

Wool Island Light
Jefferson County, N.Y.
1-4-NY-735, 735 A+E
July 20, 1990

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of 16 U.S.C. Section 667 b-d (Public Law 537, 80th Congress as amended by Public Law 92-432) for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim unto the People of the State of New York, acting by and through the Department of Environmental Conservation, with its principal office at 50 Wolf Road, Albany, New York,

all its rights, title, and interest in and to the property described in Schedule A, together with all appurtenances and improvements thereto, subject to such covenants and conditions as may be set forth in this deed and said Schedule A, being 3 certain parcels of land comprising 3.44 acres, more or less, 10.0 acres, more or less, and 15.15 acres, more or less, being portions of the Galloo Island Boat Station and Galloo Island Light Station, Jefferson County, New York. Schedule A consists of 4 pages.

The premises described herein are conveyed as a reserve for the conservation of wildlife other than migratory birds and the benefits which shall accrue to the United States from the continued use of such property for such purposes and by these presents are conveyed subject to the reservations, conditions, limitations, and covenants hereinafter contained, for the use and benefit of the Grantee, its successors and assigns, having the management for the conservation of wildlife other than migratory birds.

Said premises are conveyed subject to the rights of the United States of America in and to all oil, gas and mineral rights that may be found in and on said premises.

TO HAVE AND TO HOLD said premises with all the privileges and appurtenances thereof to the Grantee, its successors and assigns, to their own use and behoof forever, subject to the reservations, conditions, limitations and covenants herein contained.

The premises herein conveyed are to be continuously used by the State of New York or any agency or department thereof only as and for the conservation of wildlife, other than migratory birds, and are conveyed upon the conditions that in the event they are no longer used for such purpose, or in the event they are used for any purpose which is not compatible with the use and maintenance of the property as and for the conservation of wildlife, the title thereto shall automatically and immediately revert to the United States, and upon which reversion the title of the State of New York thereto shall cease and determine and the United States shall have the immediate right of possession thereof.

The premises are hereby conveyed upon the further condition that in the event the President of the United States of America, the Congress thereof, the Secretary of Defense of the United States, or any of the above either singly or collectively determines that the said premises are needed for National Defense purposes, the title thereto shall revert to the United States, and upon which reversion, the title of the Grantee shall cease and determine, and the United States shall have the immediate right of possession thereof.

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The above described property is hereby conveyed without any covenants by Grantor whatsoever either express or implied.

Said property transferred hereby was duly determined to be surplus and was assigned to the ADMINISTRATOR OF GENERAL SERVICES for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) and applicable rules, orders, and regulations.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, has caused these presents to be executed in its name and behalf
this 20th day of July 1972.

UNITED STATES OF AMERICA
Acting By and Through the
ADMINISTRATOR OF GENERAL SERVICES

WITNESSES:

(b) (6)

(b) (6)

James A. Peterson
Special Assistant to the
Regional Administrator
General Services Administration
Boston, Massachusetts

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

In Boston, in said County and State, on this 20th day of July 1990 before me personally appeared JAMES A. PETERSON, Special Assistant to the Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed, to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Special Assistant to the Regional Administrator, General Services Administration, Boston, Massachusetts.

(b) (6)

Notary Public
My Commission Expires:

Michael P. Morizio, Notary Public
My Commission Expires
June 1, 1995

SCHEDULE A

3.44 Acres, more or less

Description of land known as Galloo Island Station, New York, and more particularly described as follows:

Starting at a stake set at the zero (0.0) elevation on the northerly shore line of Gill Harbor, Galloo Island, Jefferson County, New York, abreast of the stone pump house - windmill, being the point of beginning of the land herein described; thence running North 37 degrees 45 minutes West a distance of 354 feet more or less to a stake set in the line of the rail fence; thence running along the said line of the rail fence North 36 degrees 28 minutes East a distance of 235 feet more or less to a stake set in the line of the woven wire fence; thence running along the said line of the woven wire fence East 5 degrees 29 minutes South a distance of 185 feet more or less to a stake; thence running along the said line of the woven wire fence East 48 degrees 28 minutes South a distance of 303 feet more or less to a stake set at the zero (0.0) elevation on the Northerly shore line of Gill Harbor; thence following and running in a southwesterly direction along said zero (0.0) elevation of said Northerly shore line of Gill Harbor to the point of beginning, containing 3.44 acres of land, more or less.

Together with the right to dredge across the bar a channel entrance to Gill Harbor of such width and depth as may be required, with the right to maintain docks, warfs, buildings and other structures in Gill Harbor along the shore of said premeises.

Being the same premises acquired by the United States of America by deed of Ontario Stock Farms, dated October 22, 1934, recorded in the Jefferson County Clerk's Office in Deed Book 412 at page 138.

SCHEDULE A

10.0 Acres, more or less

All that parcel of land situated on the west end of Galloo Island in the Town of Hounsfield, County of Jefferson and State of New York, being part of the same property described in the Letters Patent dated December 11, 1819 and recorded in Book of Patents No. 25 at Page 452, bounded and described as follows:

Beginning at an iron pipe on the southeast shore of said Galloo Island and in the northeast line of lands conveyed to the United States of America by Letters Patent dated December 11, 1819 and recorded in Book of Patents number 25 at Page 452, this described parcel being a part thereof, said iron pipe further having the coordinates of N 1,416,871.58, E 537, 903.98 on the N.Y.S. Grid System, Central Zone, and runs thence from the point of beginning S 51° 08' 05" E, along said northeast line, 8 feet, plus or minus, to a point in the shoreline of Lake Ontario; thence westerly, along said shoreline as it winds and turns, to a point that is South 34 feet, plus or minus, from a point in the south edge of a road leading to Galloo Island Lighthouse; thence north 34 feet, plus or minus, to said point, it being S 73° 25' 46" W, 895.40 feet from the first described iron pipe; thence continuing on the same bearing, (North) 947.00 feet to a point in the aforementioned northeast line of The United States of America; thence S 51° 08' 05" E, along said line and along a fence line, 1,102.22 feet to the place of beginning, containing 10.0 acres of land, more or less.

SCHEDULE A

15.15 Acres, more or less

All that parcel of land situate on the west end of Galloo Island in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed to the United States of America by Letters Patent dated December 11, 1819 and recorded in Book of Patents number 25 at Page 452, said iron pipe further being at N 1,417,102.37, E 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe further being S 36° 41' 07" W 37.18 feet from an iron pipe; and runs thence from the point of beginning N 36° 41' 07" E along a fence line and along a northwest line of lands of the People of the United States of America, 844.25 feet to an iron pipe at the most northerly corner thereof; thence S 51° 08' 05" E along a fence line and along the northeast line of said lands, 344.52 feet to a point; thence South 947.00 feet to a point in the south edge of a road leading to Galloo Island Lighthouse, said point being S 57° 49' 14" E 912.84 feet from the first described iron pipe at the point of beginning; thence continuing on the same bearing (South) 34 feet, plus or minus, to a point in the shoreline of Lake Ontario; thence northwesterly, easterly and northerly, along said shoreline as it winds and turns, to a point that is S 36° 41' 07" W 13 feet, plus or minus, from the first mentioned iron pipe at the point of beginning; thence N 36° 41' 07" E 13 feet, plus or minus, to said point of beginning, containing 16.2 acres of land, more or less, excepting the following described parcel;

All that parcel of land situate on the west end of Galloo Island in the Town of Hounsfield, County of Jefferson and State of New York, bounded and described as follows:

Beginning at an iron pipe in the northwest line of lands conveyed to the United States of America by Letters Patent dated December 11, 1819 and recorded in Book of Patents number 25 at Page 452, said iron pipe further being at N 1,417,102.37, E 536,273.16 on the N.Y.S. Grid System, Central Zone, said iron pipe, further being S 36° 41' 07" W 37.18 feet from an iron pipe, and runs thence from the point of beginning, S 81° 56' 43" E 300 feet, plus or minus, thence S 08° 03' 17" W 175 feet, plus or minus, thence N 81° 56' 43" W to the waters of Lake Ontario 225 feet, plus or minus, thence northerly along the shoreline to a point that is S 36° 41' 07" W 13 feet, plus or minus, from point of beginning; thence N 36° 41' 07" E 43 feet, plus or minus to said point.

EXCEPTING AND RESERVING an easement for access to the Grantor's retained land at the Galloo Island Light Station from the Galloo Island Lifeboat Station at Gill Harbor including the right to land and store boats at the existing boathouse and dock, cross the 3.44 acre parcel, and to traverse the island over the existing access roadway between the Lifeboat Station and Light Station as was granted to the United States Coast Guard by Charles W. Fitzpatrick and Jeanne J. Fitzpatrick in an Easement for Right-of-Way dated November 8, 1973 and recorded in the Register's Office for Jefferson County, Liber 865, Page 651.

By the acceptance of this deed, the Grantee covenants and agrees for itself, its successors and assigns:

1. With respect to the exterior of the Fog Signal Building and to architecturally and/or historically significant interior features, no alterations, no physical or structural change and no change in the color or surfacing shall be made, changed, or altered without prior consultation with and comment of the New York State Office of Parks, Recreation and Historic Preservation.
2. Work on the exterior of the Fog Signal Building and the architecturally and/or historically significant interior features shall be undertaken in accordance with the Secretary of the Interior's "Standards and Guidelines for Rehabilitation."

